

PROCLAMATION

RED SAND PROJECT

RED DRESS PROJECT

May 3-5, 2019

WHEREAS, on behalf of Cascade County, we are pleased to join with the North Central Montana Human Trafficking and Missing and Murdered Indigenous People (MMIP) Task Force, A21, and the Montana Operation Underground Railroad in recognizing May 3-5, 2019 as Red Sand and MMIP days in Cascade County, Montana.

WHEREAS, Human Trafficking and the crisis of Missing and Murdered Indigenous People is among our communities' most serious societal issues.

WHEREAS, our communities have been affected by these issues at an alarming rate, together we stand to ensure the safety and well-being of our citizens and educate our citizens by promoting awareness and developing solutions to help eliminate human trafficking and end the MMIP crisis.

WHEREAS, setting these days aside offers advocates of Human Trafficking and the MMIP crisis an opportunity to enlighten the public and policy makers about the effectiveness of community education and involvement.

WHEREAS, the North Central Montana Human Trafficking and MMIP Task Force, A21, and the Montana Operation Underground Railroad, as activists against human trafficking and MMIP, will place "Red Sand" in the cracks of the sidewalks to represent those who have "fallen through the cracks." They will also display "Red Dresses" at the Cascade County Juvenile Detention Center, Paris Gibson Education Center, Paris Gibson Square and the Cascade County Courthouse to represent the horrific number of missing and murdered indigenous women in Montana, and highlight the need to eliminate human trafficking and end the MMIP crisis in Montana.

WHEREAS, the prevention of human trafficking and MMIP is an investment in the future.

NOW, THEREFORE, WE THE BOARD OF COUNTY COMMISSIONERS OF CASCADE COUNTY, do hereby proclaim May 3-5, 2019, as Human Trafficking and Missing and Murdered Indigenous People Days.

BOARD OF COUNTY COMMISSIONERS
CASCADE COUNTY, MONTANA

Joe Briggs
Chairman

James L. Larson
Commissioner

Jane Weber
Commissioner

Agenda Action Report

Prepared for the

Cascade County Commission

ITEM: Equipment Lease Agreement between Cascade County and Yellowstone Kelly's Catering Company

INITIATED AND PRESENTED BY: Carey Ann Haight, Deputy County Attorney

ACTION REQUESTED: Approval of Contract #19-48

BACKGROUND:

The Cascade County Sheriff's Office has scheduled a kitchen remodel for the Adult Detention Center for mid-May, 2019. As the kitchen remodel will make the kitchen facility and storage areas un-accessible and unusable for a period of time, the Cascade County Sheriff's Office has explored alternative options to maintain the kitchen operations as required for the detention center operations. As part of this process, the Sheriff's Office Administration initially sought the utilization of the national guard's mobile kitchen but learned that was not a workable option for the military. Thereafter the Sheriff's Office sought and obtained a commercial alternative for the provision of a mobile kitchen and presents the subject Contract for approval between Cascade County and Yellowstone Kelly's Catering company of Billings, Montana.

The Lease Agreement includes multiple financial terms which include the following:

1. \$9,750 for lease of the Mobile Kitchen for the period from May 18 – 27, 2019;
2. \$2,970 for lease of the Utility Trailer and power plant for the period from May 18 – 27, 2019;
3. \$3 per hour usage based upon the hour meter of the generator and refrigerator motor;
4. \$7 per gallon diesel fuel replacement;
5. \$5 per gallon replacement in the liquid propane gas (lpg) fuel tank;
6. \$1,760 delivery fee inclusive of delivery and return to rental units to Billings;
7. \$375 per day set up assistance and demonstration of functionality of mobile kitchen and support equipment.
8. \$5,000 refundable damage/security/cleaning deposit

RECOMMENDATION: Approval of Contract #19-48.

TWO MOTIONS PROVIDED FOR CONSIDERATION:

MOTION TO APPROVE:

Mr. Chair, I move that the Commission **APPROVE** Contract #19-48 authorizing the lease of a mobile kitchen, utility trailer, and power plant and related expenses in the amount of \$14,855 plus usage costs and security deposit from Yellowstone Kelly's from May 18 through May 27, 2019.

MOTION TO DISAPPROVE:

Mr. Chair, I move that the Commission **DISAPPROVE** Contract #19-48 authorizing the lease of a mobile kitchen, utility trailer, and power plant and related expenses in the amount of \$14,855 plus usage costs and security deposit from Yellowstone Kelly's from May 18 through May 27, 2019.

CONTRACT

19-48

YELLOWSTONE KELLY'S CATERING CO. EQUIPMENT LEASE AGREEMENT

This Equipment Lease Agreement (The "Agreement") is made and entered on April 3, 2019, by and between Yellowstone Kelly's Catering ("Lessor") and Cascade County ("Lessee") (Collectively referred to the "Parties")

The Parties agree as follows:

1. **EQUIPMENT:** Lessor hereby leases to Lessee the following equipment:
2017 MK-2 Mobile Kitchen VIN# 1UYVS25367U147409 / Flatbed Utility Trailer VIN# 4ZECH2822H1135071
2. **LEASE TERM:** The lease will start on 18 May 2019 and will end approximately 27 May 2019.
3. **LEASE PAYMENTS:**
 - Lessee agrees to pay Lessor as rent for the Mobile Kitchen a lump sum of \$9,750.00 for the period of May 18-27.
 - Lessee agrees to pay Lessor as rent for the Utility Trailer and Power Plant a lump sum of \$2,970.00 for the period of May 18-27.
 - **SECURITY AND CLEANING DEPOSIT:** Lessee agrees to pay a \$5,000 refundable damage deposit prior to taking possession upon delivery to Lessee's location in Great Falls, Montana, on 18 May, 2019, creditable towards any outstanding balance.
 - Further, Lessee agrees to pay Lessor \$3 per hour usage based on the hour meter of both the generator and the refer motor, \$7 per gallon diesel fuel replacement and \$5 per gallon replacement in the liquid propane gas (lpg) fuel tank.
 - \$1,760.00 delivery fee includes delivery and return of rental unit from Billings, MT to lessee's designated location in Great Falls, MT and return.
 - **SETUP ASSISTANCE:** \$375 per day (minimum one day, May 18-19). Lessor will provide personnel to assist in setup and demonstrate the complete functionality of the mobile kitchen and support equipment.
4. **SECURITY DEPOSIT:** Prior to taking possession of the Equipment, Lessee shall deposit with Lessor a refundable security deposit as security for the performance by Lessee of the terms under this agreement and for damages caused by Lessee or Lessee's agents to the Equipment during the lease term, reasonable wear and tear excepted. Following notice to Lessee of the alleged damage, Lessor may use only that portion of the security deposit as necessary to repair any undisputed damage to Equipment caused by Lessee or Lessee's agents. However, Lessor is not just limited to the security deposit amount and Lessee remains liable for any balance.

5. FUEL: Lessee shall be responsible for all expenses at the beginning of Lease Term, of diesel fuel costs in the power unit and liquid propane gas to fuel the kitchen.
6. DEFAULTS: IF Lessee fails to perform or fulfill any obligation under this Agreement, Lessee shall be in default of the Agreement. Subject to any statute, ordinance or law to the contrary, Lessee shall have seven (7) days from the date of notice of default by Lessor to cure the default. In the event Lessee does not cure a default, Lessor may at Lessor's option (a) cure such default and the cost of such action may be added to Lessee's financial obligations under this agreement. If lessee shall become insolvent, cease to do business as a going concern or if a petition has been filed by or against Lessee under the Bankruptcy Act or similar federal or state statute, Lessor may immediately declare Lessee in default of this agreement. In the event of default, Lessor may, as permitted by law, re-take possession of the Equipment.
7. POSSESSION AND SURRENDER OF EQUIPMENT: Lessee shall be entitled to possession of the Equipment on the first day of the Lease Term. At the expiration of the Lease Term, Lessee shall surrender the Equipment to Lessor by delivering the Equipment to Lessor or Lessor's agent in good condition or working order, ordinary wear and tear excepted, as it was at the commencement of the agreement.
8. USE OF EQUIPMENT: Lessee shall only use the Equipment in a careful and proper manner consistent with the training and instruction provided by Lessor and will comply with all laws, rules, ordinances, statutes and orders regarding the use, maintenance and storage of the Equipment.
9. CONDITION OF EQUIPMENT AND REPAIR: Lessee or Lessee's agent have inspected the Equipment and acknowledge that, except for those items specifically noted in paragraph 24 hereinbelow, the equipment is in good and acceptable condition.
10. MAINTENANCE, DAMAGE AND LOSS: Lessee will, at Lessee's sole expense, keep and maintain the Equipment clean and in good working order and repair during the Lease Term. In the event the Equipment is lost or damaged beyond repair, Lessee shall pay to Lessor the Replacement Value of the Equipment not to exceed \$175,000 for the Mobile Kitchen and \$25,000 for the flatbed. The obligations of this agreement shall continue in full force and effect through the Lease Term.
11. INSURANCE: Upon physical receipt and control of the Equipment and until physically surrendered to Lessor as outlined herein, Lessee shall be responsible to maintain insurance on the Equipment with losses payable to Lessor against fire, theft, collision, and other such risks as are appropriate and specified by Lessor. Upon request by Lessor, Lessee shall provide proof of such insurance.
12. ENCUMBERANCES, TAXES AND OTHER LAWS: Lessee shall keep the Equipment free and clear of any liens or other encumbrances, and shall not permit any act where Lessor's title or rights may be negatively affected. Lessee shall be responsible for complying with and conforming to all laws and regulations relating the possession, use or maintenance of the Equipment. Furthermore, Lessee shall promptly pay all taxes, fees, licenses and
13. LESSOR'S WARRANTY: Lessor warrants that the Equipment is as described in the Agreement and that Lessee shall be entitled to quietly hold and possess the Equipment, and Lessor will not interfere with that right as long as Lessee pays the Rent in a timely manner and performs all other obligations under this Agreement.

14. **OWNERSHIP:** The Equipment is and shall remain the exclusive property of the Lessor
15. **SEVERABILITY:** If any part or parts of the Agreement shall be held unenforceable for any reason, the remainder of this agreement shall continue in full force and effect. If any provision of this Agreement is deemed invalid or unenforceable by any court of competent jurisdiction, and if limiting such provision would make the provision valid, then such provision shall be deemed to be construed as so limited.
16. **ASSIGNMENT:** Neither this Agreement nor Lessee's rights hereunder are assignable except with Lessor's prior, written consent.
17. **BINDING EFFECT:** The covenants and conditions contained in the Agreement shall apply to and bind the Parties and the heirs, legal representatives, successors and permitted assigns of the Parties
18. **GOVERNING LAW:** This Agreement shall be governed by and construed in accordance with the laws of the State of Montana.
19. **NOTICE:** Any notice required or otherwise given pursuant to this agreement shall be in writing and mailed certified return receipt requested, postage prepaid, or delivered by overnight delivery service to:

Lessor: YELLOWSTONE KELLY'S CATERING
5112 LAUREL RD. BILLINGS MT 59101
PO BOX 80484 BILLINGS MT 59108

Lessee: CASCADE COUNTY
Attn: Cascade County Sheriff
3800 Ulm N. Frontage Rd.
GREAT FALLS, MT 59404

20. **ENTIRE AGREEMENT:** This Agreement constitutes the entire agreement between the Parties and supersedes any prior understanding or representation of any kind preceding the date of this Agreement. There are no other promises, conditions, understandings or other agreements, whether oral or written, relating to the subject matter of this Agreement. This Agreement may be modified in writing and must be signed by both Lessor and Lessee.
21. **CUMULATIVE RIGHTS:** Lessor's and Lessee's rights under this Agreement are cumulative and shall not be construed as exclusive of each other unless otherwise required by law.
22. **WAIVER:** The failure of either party to enforce any provisions of this Agreement shall not be deemed a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Agreement. The acceptance of rent by Lessor does not waive Lessor's right to enforce any provisions of this agreement.
23. **INDEMNIFICATION:** Except for damages, claims or losses due to Lessor's acts or negligence, Lessee, to the extent permitted by law, will indemnify and hold Lessor and Lessor's property, free and harmless from any liability for losses, claims, injury to or death of any person, including Lessee, or for damage to property arising from Lessee using and possessing the Equipment or from the acts or omissions of any person or persons, including Lessee, using or possessing the Equipment with Lessee's implied consent. Except for damages, claims or losses due to Lessee's acts or negligence, Lessor, to the extent permitted by law, will indemnify and hold Lessee and Lessee's property, free and harmless from any liability for losses, claims, injury to or death of any person, including Lessor, or for damage to property arising from Lessor's instruction and training of Lessee, as well as Lessor's maintenance, or lack thereof, of the Equipment or from the acts or omissions of any person or persons, including Lessor, in leasing such Equipment to Lessor hereunder.
24. **EXCEPTIONS TO PARAGRAPH 9 CONDITION OF EQUIPMENT AND REPAIR (TO BE COMPLETED AND INITIALED UPON DELIVERY OF EQUIPMENT):**

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed the day and year first above written.

LESSOR

Todd V. Feeley 19 April 2019

Todd V. Feeley, Yellowstone Kelly's Catering Company
Manager, YKC

LESSEE

(Name)

(Position, if applicable)

ENGINE USAGE AND FUEL LEVELS:

(to be completed day of delivery and day of return):

Beginning hour meter Power Plant: _____	Date: _____	Initial: _____
Beginning diesel fuel Power Plant: _____	Date: _____	Initial: _____
Beginning hour meter MK2 Refer: _____	Date: _____	Initial: _____
Beginning diesel fuel MK2 Refer: _____	Date: _____	Initial: _____
Beginning LPG meter: _____	Date: _____	Initial: _____
Ending hour meter Power Plant: _____	Date: _____	Initial: _____
Ending diesel fuel Power Plant: _____	Date: _____	Initial: _____
Ending hour meter MK2 Refer: _____	Date: _____	Initial: _____
Ending diesel fuel MK2 Refer: _____	Date: _____	Initial: _____
Ending LPG meter: _____	Date: _____	Initial: _____



PROPERTY & CASUALTY

AGENT APPOINTMENT AND AGREEMENT

This Agent Appointment and Agreement is made this 25th day of April 2019 by and between Cascade (County/Special District, hereinafter "Entity"), MACo Property and Casualty Trust (hereinafter "MACo PCT") and Erwin Insurance, Inc. (local agent/agency, hereinafter "Agent"), for the purpose of setting forth the rights and responsibilities of each party. It is understood that the agent is the representative of the Entity that designated them to perform the tasks listed below.

THE PARTIES AGREE AS FOLLOWS:

1. RELATIONSHIP OF PARTIES:

- a. The Agent is an independent contractor, not an employee of either MACo PCT or the Entity. The Agent performs services as agreed upon between the Entity and the Agent. MACo PCT is not a party to that agreement.
- b. MACo PCT agrees to pay to the Agent the commission agreed upon between the Entity and the Agent based on the net contribution assessed on the Entity for property, liability, excess insurance and bond payments.
- c. Entity is responsible for appointing an Agent to perform the below described services.

2. RESPONSIBILITY OF AGENT: The Agent will provide the following information and services as needed and required by MACo PCT:

- Provide the necessary underwriting information and application for annual renewals in a timely manner as required by MACo PCT.
- Provide updated building and contents, vehicle, contractor and other schedules including additions and deletions during the course of the policy year.
- Coordinate loss control services and other service provided by MACo PCT including periodic property appraisals and monitoring the achievement of established action plans.
- Participate in and coordinate claims reporting, documentation and reviews with their entities and MACo PCT Claims Department at a minimum of once each quarter.

- Attend scheduled Agent meetings and report to the entity(s) the information presented at those Agent meetings, specifically mid policy year and renewal information.
- Provide input and advice to the MACo PCT Trust Administrator relative to coverages, services and overall program processes and effectiveness.
- Cooperate fully with MACo PCT to facilitate investigation and adjustment of any claim when requested to do so.
- Refrain from admitting or denying liability on any claim against the Entity.

3 RESPONSIBILITY OF AGENT; INDEMNIFICATION AND ASSURANCES: Agent shall:

- Secure and maintain and errors and omissions policy carrying a liability limit of not less than \$1,000,000.
- Maintain Books of account pertaining to the Entity's business which will be open for inspection by MACo PCT and the Entity upon reasonable notice.
- Indemnify and hold harmless the Entity and MACo PCT from all liability arising out of the Agent's error, act or omission, except to the extent that such error resulted from MACo PCT or the Entity.

4. PERFORMANCE AND TERMINATION: The parties agree the services will begin on the above date. This agreement shall remain in force until terminated by either party.

Any party may terminate this agreement without cause at any time by written notice. If any party materially breaches any provision of this agreement, the non-breaching parties may terminate immediately without prior written notice and seek damages for losses sustained as a result of such breach.

MACo PCT and Entity reserve the right to terminate this agreement immediately if Agent's insurance license is revoked or suspended, or if Agent fails to comply with Montana law, or Agent becomes bankrupt or insolvent.

5. GENERAL PROVISIONS:

- a. No failure to insist upon strict compliance with any of the above terms shall constitute a waiver of the right to later require compliance or will constitute a waiver of any other provision of the Agreement.
- b. Entity and MACo PCT reserve the right to require Agent to change the Agent's representative if they are dissatisfied with representative's performance.
- c. This agreement will be interpreted under the laws of the State of Montana, with 1st Judicial District as the exclusive venue for disputes.

6. **CONFIDENTIALITY OF INFORMATION:** Agent understands that materials in the claims files are highly sensitive and contain privileged information of claimants. Agent agrees to hold in strict confidence all information Agent receives, either orally or in writing, in regard to the claim files. Agent agrees not to divulge any information received or reviewed in relation to the claim files to any person or entity other than MACo PCT Claims personnel and their designated agents.

Steven Erwin / Erwin Insurance, Inc.

Agent/Agency Name

Steve Erwin, President

Agent Signature

April 25, 2019

Date

County Commission Chair or Board Chair

Date

MACo PCT Trust Administrator

Date

May 3, 2019

Agenda Action Report prepared for the Cascade County Commission

*Mary Gray
Jocia McNaulee*

ITEM: Senior Advisory Board Appointments

PRESENTED BY: Commission

Supportive Services Provider for individuals age 55 or older

<u>Applicant</u>	<u>Vacancy (1)</u>	<u>Term Expires</u>
_____ Bob Meyers		April 30, 2021

Community Member 55 years of age or older

<u>Applicant</u>	<u>Vacancy (7)</u>	<u>Term Expires</u>
_____ Carol J. Boughton		April 30, 2023
_____ Daniel John McDonald		April 30, 2021

Individual Interested in services to the aging population

<u>Applicant</u>	<u>Vacancy (1)</u>	<u>Term Expires</u>
_____ Albert Kunesh		April 30, 2023

Synopsis:

The purpose of the SAC is to advise Cascade County and Area VIII Aging on all matters related to the development and administration of the Area Agency Plan on Aging ("Plan"), including review of the Plan before and after conducting public hearings on the Plan, and, to review and comment on all community policies, programs and actions which affect older individuals. The SAC will also convene a Foster Grandparent Standing Committee in order to advise on specific programmatic issues as required by the Corporation for National and Community Services as part of their grant structure.

The SAC shall consist of no more than fifteen (15) members, all of whom shall be appointed by the Board of Cascade County Commissioners.

The SAC membership shall consist of the following individuals:

- More than 50% of the membership shall consist of older individuals (age 55 or older), including minority individuals and older individuals residing in rural areas who are program participants under the area plan.
- At least one (1) member representing supportive services provider organizations
- At least one (1) member representing caregivers, guardians, power holders of older individuals
- At least one (1) member representing health care provider organizations, including providers of veterans' health care.
- At least one (1) member with leadership experience in the private or volunteer sectors
- At least two (2) members of the general public
- One (1) County Commissioner
- At least one (1) Foster Grandparent, one (1) of whom shall serve on both the SAC and the FGP Standing Committee.



CASCADE COUNTY BOARD APPLICATION



Cascade County Commissioners
RECEIVED

APR 19 2019

Please complete this form and return it to the County Commission Office, Room 111 Courthouse Annex, 325 2nd Avenue North, Great Falls, MT. 59401. If you have any questions, please contact the Commission Office @ (406) 454-6810. This application is designed to obtain information as to your interest and qualifications for serving on a County Government Board.

(Please Print or Type)

Date

4-18-19

NAME

BOB MEYERS

TELEPHONE (Home)

(Work)

454-6995

(Cell)

788-3519

(E-Mail)

bigskybrooklynbob@yahoo.com

CURRENT
ADDRESS

1316-1st Ave South

Previous Public Experience (Elected or Appointed)

City Commissioner (87-91)

Previous Volunteering or County Boards

St. Vincent de Paul

Current Volunteering or County Boards

Opportunities Inc

Governors Council on Aging

Current
Employer

Gr. Falls Senior Citizens Center

Education

B.A. in history + government

Please indicate which of the following Boards/Trustee positions you are interested in.
Mark 1st, 2nd, 3rd choices below.

☐

Board of Health

☐

Fire Fee Service Area

☐

Planning

☐

Compensation

☐

Great Falls Airport Authority

☐

Tax Appeal

☐

DUI Task Force

☐

Great Falls Transit

☐

Weed Board

☐

ExpoPark Advisory

☐

Historic Preservation Advisory

☐

Zoning Board of Adjustment

☐

Fire District Area

☐

Library Trustee

☒

Other

SENIOR ADVISORY COUNCIL

Please list special experience or education you may have for serving on any of the boards
(Additional information, comments or resume may be added to the back of this form.)

Letter attached.



April 17th, 2019

Cascade County Commission Office
325 2nd Ave North, Room 111
Great Falls, MT 59401

Dear County Commissioners:

I have read of the openings on the Cascade County Senior Advisory Council on Aging. I am extremely interested in serving in this capacity.

I have been working for the Great Falls Senior Citizen's Center for 25 ½ years as its Business Administrator and Advocate. Our local Senior Center facility is an independent Non-Profit Corporation operated by a Board of Directors made up of all Senior Citizen's who are interested in continuing our mission of providing our community a comfortable and safe place where older persons may engage in recreational, educational, social and health related activities. Our Center has a huge role in helping senior citizens have active, healthy and productive lives. Last year, we served well over 3,500 patrons (members and non-members, alike) with over 90,000 units of various services. Our senior services include low cost meals, health related services, information and assistance as well as providing fun and affordable activities focused on senior citizens.

Besides working on behalf of our Senior Center, I currently serve on two local Boards that also serve the needs of low-moderate income Montanans: Governor's Advisory Council on Aging and Opportunities Incorporated. I am a strong advocate for senior services and programs and would be honored to serve on behalf of senior citizens on your Governor's Advisory Council on Aging. I have spent over two decades learning and advocating senior aging issues. I am dedicated to our local Senior Citizen's Center and the people we serve. I believe I would be a very good Council Member serving our State's Senior Citizens and you, our Governor.

Respectfully Submitted:

Bob Meyers
Great Falls Senior Center Administrator



CASCADE COUNTY
Area VIII Agency on Aging
Senior Advisory Council
Application



Please complete this form and return it to the County Commission Office, Room 111 Courthouse Annex, 325 2nd Avenue North, Great Falls, MT 59401. If you have any questions, please contact the Commission Office at (406) 454-6810. This application is designed to obtain information as to your interest and qualifications for serving on a County Government Board.

(Please Print or Type)

Date 4/22/2019

NAME Carol J. Boughton

TELEPHONE (Home) _____ (Work) _____ (Cell) 899-9364 (E-Mail) wlcjb@3riversdbb.net

ADDRESS 11 Old Milwaukee Trail, Vaughn, Mt 59487

Current County Boards or Volunteering Eagle Mount ski program volunteer, Schmidt Minor Subdivision HOA Sec/Treasurer, Special Olympics volunteer

Previous Public Experience, Boards or Volunteering Great Falls Ski Club Board of Directors

Employer Retired USGS Hydrologist

Education BS Chemistry, MS Hydrology/Hydrogeology

Please indicate which category you are qualified for.

- | | |
|---------------|---|
| <u> x </u> | Community Member 55 years of age or older |
| <u> </u> | Supportive Services Provider for individuals age 55 or older |
| <u> x </u> | Caregiver, Guardian, Power Holder, etc. of a person 55 or older |
| <u> </u> | Health Care Provider – hospital, VA, clinic or other |
| <u> </u> | Experienced Community Leader – private or volunteer sector |
| <u> x </u> | Individual interested in services to the aging population |
| <u> x </u> | Individual interested in the aging population |

List special experience or education you may have for serving on this council.
(Include additional information on the back of this form or attached a resume.)

I have had a variety of experiences assisting my aged mother through various parts of the system, including post-surgical physical rehabilitation, monitoring correspondence to screen fraudulent or misleading information, helping her obtain appropriate Medicare coverage, transporting her to medical appointments and monitoring medical advice, monitoring her dietary needs, assisting her in payment of her bills, etc. Additionally, I have encountered various issues related to my personal life as an aging member of the community.



CASCADE COUNTY BOARD APPLICATION



Cascade County Commissioners
RECEIVED

APR 19 2019

Please complete this form and return it to the County Commission Office, Room 111 Courthouse Annex, 325 2nd Avenue North, Great Falls, MT. 59401. If you have any questions, please contact the Commission Office @ (406) 454-6810. This application is designed to obtain information as to your interest and qualifications for serving on a County Government Board.

(Please Print or Type)

Date April 19 2019

NAME Daniel John McDonald

TELEPHONE (Home) _____ (Work) _____ (Cell) 899-1130 (E-Mail) dmcDonald4481@hotmail.com

CURRENT
ADDRESS 1823 14th Ave So.

Previous Public Experience (Elected or Appointed) NONE

Previous Volunteering or County Boards NONE

Current Volunteering or County Boards Senior Citizen Center board of director

Current
Employer Hec Hong for Property Manager

Education BA Business

Please indicate which of the following Boards/Trustee positions you are interested in.
Mark 1st, 2nd, 3rd choices below.

#1 SENIOR ADVISORY COUNCIL

- | | | |
|---|---|---|
| <input type="checkbox"/> Board of Health | <input type="checkbox"/> Fire Fee Service Area | <input type="checkbox"/> Planning |
| <input type="checkbox"/> Compensation | <input type="checkbox"/> Great Falls Airport Authority | <input type="checkbox"/> Tax Appeal |
| <input type="checkbox"/> DUI Task Force | <input type="checkbox"/> Great Falls Transit | <input type="checkbox"/> Weed Board |
| <input type="checkbox"/> ExpoPark Advisory | <input type="checkbox"/> Historic Preservation Advisory | <input type="checkbox"/> Zoning Board of Adjustment |
| <input type="checkbox"/> Fire District Area | <input type="checkbox"/> Library Trustee | <input type="checkbox"/> Other |

Please list special experience or education you may have for serving on any of the boards
(Additional information, comments or resume may be added to the back of this form.)



CASCADE COUNTY BOARD APPLICATION



Cascade County Commissioners
RECEIVED

APR 24 2019

Please complete this form and return it to the County Commission Office, Room 111 Courthouse Annex, 325 2nd Avenue North, Great Falls, MT. 59401. If you have any questions, please contact the Commission Office @ (406) 454-6810. This application is designed to obtain information as to your interest and qualifications for serving on a County Government Board.

(Please Print or Type)

Date 04/23/2019

NAME Hibert Kunesh

TELEPHONE (Home) _____ (Work) _____ (Cell) 408-5085 (E-Mail) _____

CURRENT ADDRESS 3708 3 Ave North

Previous Public Experience (Elected or Appointed) _____

Previous Volunteering or County Boards City - County Planning Board

Current Volunteering or County Boards Senior Citizen Center board

Current Employer Retired Contractor

Education 12th Grade

Please indicate which of the following Boards/Trustee positions you are interested in.
Mark 1st, 2nd, 3rd choices below.

- | | | |
|---|---|--|
| <input type="checkbox"/> Board of Health | <input type="checkbox"/> Fire Fee Service Area | <input checked="" type="checkbox"/> 2 Planning |
| <input type="checkbox"/> Compensation | <input type="checkbox"/> Great Falls Airport Authority | <input type="checkbox"/> Tax Appeal |
| <input type="checkbox"/> DUI Task Force | <input type="checkbox"/> Great Falls Transit | <input type="checkbox"/> Weed Board |
| <input type="checkbox"/> ExpoPark Advisory | <input type="checkbox"/> Historic Preservation Advisory | <input type="checkbox"/> Zoning Board of Adjustment |
| <input type="checkbox"/> Fire District Area | <input type="checkbox"/> Library Trustee | <input checked="" type="checkbox"/> 1 Other <u>Senior Advisory Council</u> |

Please list special experience or education you may have for serving on any of the boards
(Additional information, comments or resume may be added to the back of this form.)

Black Eagle Rural Fire
Elks Lodge trustee

Please indicate which category you are qualified for.

- ☒ Community Member 55 years of age or older
- ☒ Supportive Services Provider for individuals age 55 or older
- ☒ Caregiver, Guardian, Power Holder, etc. of a person 55 or older
- ☒ Health Care Provider – hospital, VA, clinic or other
- ☒ Experienced Community Leader – private or volunteer sector
- ☒ Individual interested in services to the aging population
- ☒ Individual interested in the aging population

RESOLUTION NO. 19 – 32
A RESOLUTION AMENDING RESOLUTION NO. 2019-06 A RESOLUTION
APPOINTING MENTAL HEALTH LOCAL ADVISORY COUNCIL MEMBERS

WHEREAS, the Board of Cascade County Commissioners acted, pursuant to Resolution 19 – 06, to appoint Board Members to the Mental Health Local Advisory Council (LAC); and

WHEREAS, pursuant to Article 3 Section C, the terms and service of the initial appointment of Board Members were to be staggered such that half the board is appointed to an initial 2 year term and the other half is appointed to a 4 year term and Elected Officials are appointed to a 1 year term; and

WHEREAS, the Board of County Commissioners made Board Member appointments to the LAC without designating the initial staggered membership as set forth in the Bylaws.

NOW, THEREFORE BE IT RESOLVED:

1. The Cascade County Commission hereby confirms the appointment of the following members to the Board of the LAC; and,
2. Pursuant to Article 3 Section C, of the LAC By Laws, does hereby clarify the appointment of said members to staggered terms as follows:

Virginia Carnes to serve a 4 year term.

Linda Daggett to serve a 4 year term.

Shawn Matsko to serve a 2 year term.

Tom Osborn to serve a 4 year term.

Gayle Snyder to serve a 2 year term.

John Gregory Tilton to serve a 2 year term.

Jane Wilson to serve a 4 year term.

Provided Dusti Zimmer to serve a 4 year term.

City Attorney Cassidy Rose Blomgren to serve a 2 year term.

City Mgr Steven Humphries-Wadsworth to serve a 2 year term.

Ben Fie Amee Ellsworth to serve a 4 year term.

Adrian Trista Besich to serve a 2 year term.

City Police Robert Moccasin to serve a 4 year term.

Jesse Slaughter, elected Cascade County Sheriff/Coroner, to serve a 1 year term.

Dated this 3rd day of May, 2019.

BOARD OF COUNTY COMMISSIONERS
CASCADE COUNTY, MONTANA

Joe Briggs, Chairman

James L. Larson, Commissioner

Jane Weber, Commissioner

Passed and adopted at Commission Meeting held on this 3rd day of May, 2019.

Attest

On this 3rd day of May, 2019, I hereby attest the above-written signatures of Joe Briggs, James L. Larson and Jane Weber, Cascade County Commissioners.

Rina Fontana-Moore, Cascade County Clerk and Recorder

* APPROVED AS TO FORM:
Josh Racki, County Attorney

Deputy County Attorney

* The County Attorney has provided advice and approval of the foregoing document language on behalf of the Board of Cascade County Commissioners, and not on behalf of other parties or entities. Review and approval of this document by the County Attorney was conducted solely from a legal perspective and for the exclusive benefit of Cascade County. Other parties should not rely on this approval and should seek review and approval by their own respective counsel.

May 3, 2019

Resolution #19-34

Agenda Action Report
Prepared for the
Cascade County Commission

ITEM: Prosecutorial Assistance
INITIATED AND PRESENTED BY: Carey Ann Haight, Deputy County Attorney
ACTION REQUESTED: Approval of Resolution 19-34

BACKGROUND:

The Cascade County Attorney is in need of assistance with regard to a criminal matter under cause ADC 19-135, *State of Montana v. Alex Joseph*, in which the Cascade County Attorney's Office has a conflict of interest which prevents it from acting in this instance.

The Cascade County Attorney's Office, pursuant to MCA § 44-4-111, typically refers conflict criminal matters to the training coordinator for county attorneys and the bureau chief of Prosecution Services Bureau (together with the deputies within said bureau) act as special counsel on request of the county attorney. As this matter is a low-level Felony offense, the Prosecution Services Bureau has declined to handle the case. Mont. Code Ann. § 7-4-2401 (1) authorizes the County Attorney to appoint as many deputies or assistants as may be necessary for the faithful and prompt discharge of the duties of the office. The Pondera County Attorney's Office has agreed, after consultation, to accept appointment with regard to this matter.

Cascade County will bear costs associated with the prosecution, but not attorney fees.

RECOMMENDATION: Approval of Resolution 19-34.

TWO MOTIONS PROVIDED FOR CONSIDERATION:

MOTION TO APPROVE:

Mr. Chair, I move that the Commission **APPROVE** Resolution 19-34 authorizing the appointment of a Special prosecutor from the Pondera County Attorney's Office in the matter of ADC 19-135, *State of Montana v. Alex Joseph Mondragon*.

MOTION TO DISAPPROVE:

Mr. Chair, I move that the Commission **DISAPPROVE** Resolution 19-34 authorizing the appointment of a Special prosecutor from the Pondera County Attorney's Office in the matter of ADC 19-135, *State of Montana v. Alex Joseph Mondragon*.

BEFORE THE BOARD OF COUNTY COMMISSIONERS OF CASCADE COUNTY

**IN RE: RESOLUTION TO
APPOINT SPECIAL PROSECUTOR**

RESOLUTION 19-34

Whereas, due to a conflict, the Cascade County Attorney has requested prosecutorial assistance in *State of Montana v. Alex Joseph Mondragon*, Cascade County District Court Cause ADC-19-135; and

WHEREAS, it is desired and deemed appropriate that a special deputy county attorney be appointed to assist in the prosecution of the aforementioned case, and

WHEREAS, Mont. Code Ann. § 44-4-111 authorizes and contemplates that the training coordinator for county attorneys and the bureau chief of Prosecution Services Bureau (together with the deputies within said bureau) act as special counsel on request of the county attorney, and

WHEREAS, the Prosecution Services Bureau has does not typically provide prosecution support unless the matter involves significant felony level charges, and

WHEREAS, Mont. Code Ann. § 7-4-2401 (1) authorizes each officer to appoint as many deputies or assistants as may be necessary for the faithful and prompt discharge of the duties of the office; and,

WHEREAS, the Cascade County Attorney's Office has consulted with the Pondera County Attorney's Office for assistance in the above cause of action and the Pondera County Attorney's Office has consented to providing such assistance;

It Is Hereby Resolved:

That Mary Ann Reis, Pondera County Attorney shall be hereby appointed as a special deputy county attorney for Cascade County for the purpose of assisting in the prosecution of the aforementioned case.

It is Further Resolved:

That under the terms of this agreement, no fee will be charged for attorney time provided by the Pondera County Attorney's Office. Witness fees and expenses, jury costs, attorney travel and lodging at Cascade County approved rates, and other normal costs associated with trial will be the County's responsibility as with all other prosecutions.

Dated this 3rd day of May, 2019

BOARD OF COUNTY COMMISSIONERS
CASCADE COUNTY, MONTANA

Joe Briggs, Chairman

James L. Larson, Commissioner

Jane Weber, Commissioner

Attest

Rina Fontana Moore,
Cascade County Clerk and Recorder

* APPROVED AS TO FORM:

Josh Racki, County Attorney

DEPUTY COUNTY ATTORNEY

* THE COUNTY ATTORNEY HAS PROVIDED ADVICE AND APPROVAL OF THE FOREGOING DOCUMENT LANGUAGE ON BEHALF OF THE BOARD OF CASCADE COUNTY COMMISSIONERS, AND NOT ON BEHALF OF OTHER PARTIES OR ENTITIES. REVIEW AND APPROVAL OF THIS DOCUMENT BY THE COUNTY ATTORNEY WAS CONDUCTED SOLELY FROM A LEGAL PERSPECTIVE AND FOR THE EXCLUSIVE BENEFIT OF CASCADE COUNTY. OTHER PARTIES SHOULD NOT RELY ON THIS APPROVAL AND SHOULD SEEK REVIEW AND APPROVAL BY THEIR OWN RESPECTIVE COUNSEL.